



National Aeronautics and  
Space Administration  
Washington, DC 20546

# Procurement Notice

**PN 04-77**  
**July 25, 2013**

---

## **REDUCING TRANSACTION COSTS AND OTHER SOURCE SELECTION CHANGES**

**PURPOSE:** This Procurement Notice (PN) revises the NASA FAR Supplement (NFS) to allow use of other source selection processes than NASA's Source Evaluation Board process in order to reduce transaction costs across the Agency. In addition, this PN revises NFS 1815, excluding NFS 1815.4, as a result of the NFS rewrite activity.

**BACKGROUND:** Due to increasing budget constraints and personnel shortages it is imperative that we improve the efficiency of our procurement process. In an effort to increase flexibility and improve the efficiencies of NASA's source selection process, the NFS is being modified to permit use of other streamlined processes and procedures, such as the price performance tradeoff procedure. The contracting officer will be able to choose the appropriate source selection process based upon the degree of complexity of the acquisition, how clearly the requirements are defined, the type of acquisition, and the associated degree of risk. This increased flexibility will allow for the use of other evaluation techniques other than SEB procedures which will result in shorter more streamlined evaluations and lead to quicker contract awards. In addition, this PN implements various changes to NFS 1815 (excluding NFS 1815.4) that are required as a result of the NFS rewrite activity. The policy changes to source selection are as follows:

- 1) Modify NFS 1807.105 Contents of Written Acquisition Plans, by adding price performance tradeoff to the list of examples of source selection approaches. Also NFS 1807.105 is modified to clarify that the adjectival ratings and definitions shall be identified in the acquisition plan and to add a requirement for Contracting Officers (COs) to identify the factors/subfactors and their relative importance to one another;
- 2) Modify NFS 1815.101 to require that when a written acquisition plan is not required per NFS 1807.103 the CO shall address what is outlined above under item (1) in the Procurement Strategy Meetings (PSMs) which shall be included in the contract file;
- 3) Modify NFS 1815.201(c)(6) to make some editorial revisions as well as to delete paragraph (F) and move the sentence that is included in paragraph (F) into paragraph (A) so that all information pertaining to draft RFPs is included in NFS 1815.201(c)(6)(A);
- 4) Modify NFS 1815.201(f)(i) to delete the reference to "or other authorized representative" as all communication should be through the CO. In addition, a sentence is added to address proper, wide distribution of blackout notices to Center and Headquarters personnel as appropriate;
- 5) Modify NFS 1815.203-70 to add a paragraph (c) to require that the evaluation team review and approve the RFP when using price performance tradeoff (PPTO), lowest price technically acceptable (LPTA), or another source selection procedure;

- 6) Modify NFS 1815.204-70(a) to limit font sizes to no smaller than 8-point for graphics, charts, tables, etc. and included in the page count limitations;
- 7) Modify NFS 1815.204-70(b) to make some editorial changes in the paragraph, as well as to add a sentence to be more specific about the treatment of excess proposal pages (pages exceeding the page limitations. COs shall retain a copy of the entire proposal and annotate which pages were not considered in the evaluation and returned to the offeror;
- 8) Modify NFS 1815.300-70 to remove the \$50 million dollar threshold for Source Evaluation Boards (SEBs) so as to permit COs to select the source selection approach based upon the level of performance risk, how clearly defined the requirements are, degree of developmental work to be performed, and the complexity of the technical requirements of an acquisition. In addition, NFS 1815.300-70 is revised to allow use of other source selection procedures, for example the price performance tradeoff (PPTO) procedure where price and past performance are the factors to be evaluated and the lowest price technically acceptable (LPTA) procedure where price and technical factors are evaluated but where tradeoffs are not permitted per FAR 15.101-2. The COs may also continue to use a full tradeoff, e.g. NASA SEB procedures in NFS 1815.370 which utilizes a tradeoff of a mission suitability factor, a cost/price factor, and a past performance factor. COs may use various source selection procedures provided the CO identifies the following in acquisition plans in NFS 1807.105: (i) the specific procedure that will be used, (ii) how the selected approach will result in best value to the Government, (iii) the rating method, and (iv) the factors/subfactors and their relative importance in the solicitation;
- 9) Modify NFS 1815.303(a) to require that the Source Selection Authority (SSA) be documented in the acquisition plan or PSM presentation material;
- 10) Modify NFS 1815.304(c)(4)(A) to identify SDB, HUBzone, SDVOSB, and WOSB utilization concerns as a part of the Small Business Utilization subfactor evaluation under mission suitability;
- 11) Modify NFS 1815.304(c)(4)(B) to add a sentence that the SDB target goals may not exceed 5 percent;
- 12) Modify NFS 1815.304(c)(4)(C) to delete the paragraph in its entirety because of the recent Rothe decision and corresponding changes to FAR part 19 which are imminent. SDB is now on the same level as other small business programs (SDVOSB, HUBzone, and WOSB). A new FAR Rule will be issued in an upcoming FAC that removes FAR 19.11 and 19.12;
- 13) Modify NFS 1815.304-70 to remove the term “key swingers” as these words are unnecessary;
- 14) Modify NFS 1815.305(a) to clarify that when evaluators are evaluating proposals they are required to identify and document all significant strengths, strengths, deficiencies, weaknesses, and significant weaknesses. Also paragraph (a)(1) through (iv) was modified to make additional minor editorial revisions for clarification;
- 15) Modify NFS 1815.305(a)(2) to correct typographical errors;
- 16) Modify NFS 1815.305(b) to add “SSA” to the sentence so that both the CO and the SSA are authorized to make the determination to reject all proposals received in response to a solicitation;
- 17) Modify NFS 1815.307(b)(ii) to replace the office code “Code HS” with the office title “Program Operations Division”;
- 18) Modify NFS 1815.307(b)(iii) to clarify that proposals are to be rerated and the mission suitability factor is rescored when evaluating final proposal revisions (FPRs);
- 19) Modify NFS 1815.308(3) to include a hotlink to the NASA Source Selection Statement Guide. The NASA Procurement Library and Virtual Procurement Office have been updated to include a hotlink to the Guide;
- 20) Modify NFS 1815.308(3) to outline the minimum requirements to be included in source selection statements so we have consistency across the Agency. The paragraph also requires that

confidential business information not be disclosed and that any questions be directed to Legal (OCC or OGC);

21) Modify NFS 1815.370(c) to clarify that “deficiencies” along with strengths and weaknesses are required to be identified by the SEB when evaluating offeror’s proposals;

22) Modify NFS 1815.370(d) to replace the word “simplest” with “most streamlined and efficient”;

23) Modify NFS 1815.370(e) to require that the SEB be comprised of a multidisciplinary team of functional experts catered to the specific acquisition requirements;

24) Modify NFS 1815.370(g)(2) and (g)(4) to revise and clarify that significant strengths and weaknesses are required to be identified by evaluation committees, that SEB minutes are really the SEB documentation of the results of the rating and scoring of proposals, and to make other needed editorial revisions;

25) Modify NFS 1815.370(h) and (i) to make some minor editorial changes;

26) Add NFS 1815.505 “Preaward debriefing of offerors.” to the Table of Contents and the NFS and include a hotlink to the NASA Procurement Debriefing Guide.

27) Modify NFS 1815.506 to refer to the hotlink provided in NFS 1815.505 for the NASA Procurement Debriefing Guide; and

28) Make changes to correct typographical errors and other minor editorial changes through-out NFS 1815 to effect the change under item 8) above for reducing transaction costs and as part of the NFS Rewrite Activity.

***ACQUISITIONS AFFECTED BY CHANGES:*** This requirement is applicable to acquisitions utilizing Contracting by Negotiation procedures.

***ACTION REQUIRED BY CONTRACTING OFFICERS:*** Advise all personnel involved in competitive negotiated acquisitions of the revisions to NFS 1807, NFS 1815, and the added flexibility to use other source selection procedures than formal NASA SEB procedures.

***CLAUSE CHANGES:*** None.

***PARTS AFFECTED:*** Parts 1807 and 1815.

***TYPE OF RULE AND PUBLICATION DATE:*** These changes do not have a significant effect beyond the internal operating procedures of NASA and do not have a significant cost or administrative impact on contractors or offerors, and therefore do not require codification in the Code of Federal Regulations (CFR) or publication for public comment.

***HEADQUARTERS CONTACT:*** Marilyn J. Seppi, Contract Management Division; 202-358-0447, email: [marilyn.seppi-1@nasa.gov](mailto:marilyn.seppi-1@nasa.gov).

***//s//***

William P. McNally  
Assistant Administrator for Procurement

**Enclosures**

and NPR 1600.1, Security Program Procedural Requirements, all available at <http://nodis3.gsfc.nasa.gov/>).

### **1807.105 Contents of written acquisition plans.**

Acquisition plans shall address each applicable topic listed in [FAR 7.105](#), as supplemented by this section. Plans shall be structured by subject heading using each italicized topic heading in the same sequence as presented in the FAR. Subheadings should be used when appropriate (e.g., the separate items under contracting considerations at 7.105(b)(4)). Topics not applicable to a given acquisition (e.g., design-to-cost and should-cost are not compatible with service acquisitions), should be marked N/A. The requirements in FAR 7.105 regarding performance-based acquisition methods shall not be limited to acquisition plans for service contracts.

(a)(1) Describe in nontechnical terms the supplies or services to be acquired. Include quantities.

(a)(2) [NPR 7120.5](#) shall be an integral part of acquisition planning for programs and projects subject to its requirements. If the NPR does not apply, the acquisition plan shall clearly state that fact. If the NPR does apply, specify whether all required NPR 7120.5 documentation is current and approved. If not, describe the approach for obtaining approval or the authority to proceed without approval before release of draft or final solicitations. For programs and projects under the NPR, all draft or final solicitations subject to, or directly or substantially in support of, those programs or projects shall clearly identify the program or project of which they are part.

(a)(3) Identify the estimated cost and describe the estimating methodology.

(a)(5) Specify the delivery or performance period requirements separately by the basic contract, each option, and the total. Provide supporting rationale, which describes the relationship between the technical requirements and the proposed period of performance, including the basis for the decision regarding duration and the appropriateness of the inclusion of options.

(a)(7) Discuss project/program risks (see [NPR 7120.5](#), NASA Program and Project Management Processes and Requirements). In addition to technical, schedule, and cost risks, the discussion shall include such considerations as: safety and security (including personnel, information technology, and facilities/property); the need to involve foreign sources (contractor and/or governmental), and risks of unauthorized technology transfer (see [NPD 2110.1E](#) and Export Control Program (<http://www.hq.nasa.gov/office/oer/nasaecp/Welcome.html>)); and resource risk, including the necessary level and expertise of NASA personnel resources available to manage the project/program. For each area of risk identified, the discussion shall include a quantification of the relative magnitude (e.g., high, medium, low) together with the specific actions taken to structure the acquisition approach to manage the risks throughout the acquisition process. For example, this discussion would identify those areas that have safety risk, discuss how safety is addressed in contract requirements and evaluated in the source selection, and how it will be managed and incentivized during contract performance. Decisions to accept, mitigate, track, and/or research risk factors shall be identified and documented as part of acquisition planning.

(a)(8) Streamlining applies to all NASA acquisitions. Describe all planned streamlining procedures.

(b)(4) Discuss the source selection approach (**full** trade-off; lowest price technically acceptable (**LPTA**), **price performance tradeoff (PPTO)**; or combination of approaches) and the rating method (numerical scoring, acceptable/unacceptable, adjectival **ratings & definitions**) to be used, how it will be used and why it is expected to result in the selection of the best value to NASA.

**Identify all factors and their relative importance to one another. To the extent subfactors are utilized under any of the factors, identify the relative importance of each subfactor to**

**one another under the specific factor. See FAR 15.101 and NFS 1815.101.** Address how cost realism will be evaluated.

(b)(4)(A) If an incentive contract is planned, describe the planned incentive(s) and the anticipated effects.

(B) Describe subcontracting issues, including all applicable subcontracting goals. (See [FAR Part 19](#) and Part 1819).

(b)(5)(A) Identify the estimated cost separately by the basic contract, each option and total amount.

(B) Identify the funding by fiscal year and NASA Structure Management project number.

(C) Discuss planned approaches to eliminate funding shortfalls (vs. the estimated cost).

(b)(6) Identify the type of work statement/specification planned. Specifically address the applicability of performance work statements and the availability of commercial sources for the supplies/services.

(b)(10) Address contract management issues, including --

(A) Planned delegations of administrative functions; and

(B) When contract changes are anticipated, the plan to manage such changes and the specific measures that will be taken to minimize the issuance of undefinitized contract actions.

(b) (20) If the period between release of solicitation to contract award is more than 120 calendar days (180 days for formal SEB competitions), explain why that goal cannot be met.

#### **1807.107 Additional requirements for acquisitions involving bundling.**

(c) Requests for approval of proposed bundlings that do not meet the thresholds in [FAR 7.107\(b\)](#) must be sent to the Headquarters Office of Procurement (Code HS).

(e) The substantial bundling documentation requirements applies to each proposed NASA bundling expected to exceed \$5 million or more. The contracting officer must forward the documentation along with the measurable benefits analysis required by FAR 7.107(b) to the Headquarters Office of Procurement (Code HS) in sufficient time to allow a minimum of 10 days for review.

#### **1807.107-70 Orders against Federal Supply Schedule contracts or other indefinite-delivery contracts awarded by another agency.**

The FAR and NFS requirements for justification, review, and approval of bundling of contract requirements also apply to an order from a Federal Supply Schedule contract or other indefinite-delivery contract awarded by another agency if the requirements consolidated under the order meet the definition of "bundling" at [FAR 2.101](#).

#### **1807.170 Procurement Strategy Meeting (PSM).**

(a) The PSM is an acquisition plan conducted through a meeting attended by all interested NASA offices. The online Guide for Successful Headquarters Procurement Strategy Meetings (PSMs) can be found at the following URL:

<http://prod.nais.nasa.gov/portals/pl/documents/PSMs.html>. At the meeting, the acquisition plan topics and structure specified in 1807.105 are presented in briefing format, and formal written minutes prepared to summarize the decisions, actions, and conclusions of the PSM members. The approved minutes, along with the briefing charts, shall be included in the contract file to document completion of the acquisition plan required by 1807.103.

**PART 1815**  
**CONTRACTING BY NEGOTIATION**

**TABLE OF CONTENTS**

<b>SUBPART</b>	<b>1815.1</b>	<b>SOURCE SELECTION PROCESSES AND TECHNIQUES</b>
1815.101		Best value continuum.

<b>SUBPART</b>	<b><u>1815.2</u></b>	<b>SOLICITATION AND RECEIPT OF PROPOSALS AND INFORMATION</b>
1815.201		Exchanges with industry before receipt of proposals.
1815.203		Requests for proposals.
1815.203-70		Installation reviews.
1815.203-71		Headquarters reviews.
1815.203-72		Risk management.
1815.204		Contract format.
1815.204-2		Part I-The Schedule.
1815.204-5		Part IV-Representations and instructions.
1815.204-70		Page limitations.
1815.207		Handling proposals and information.
1815.207-70		Release of proposal information.
1815.207-71		Appointing non-Government evaluators as special Government employees.
1815.208		Submission, modification, revision, and withdrawal of proposals.
1815.209		Solicitation provisions and contract clauses.
1815.209-70		NASA solicitation provisions.

<b>SUBPART</b>	<b><u>1815.3</u></b>	<b>SOURCE SELECTION</b>
1815.300		Scope of subpart.
1815.300-70		Applicability of subpart.
1815.303		Responsibilities.
1815.304		Evaluation factors and significant subfactors.
1815.304-70		NASA evaluation factors.
1815.305		Proposal evaluation.
1815.305-70		Identification of unacceptable proposals.
1815.305-71		Evaluation of a single proposal.
1815.306		Exchanges with offerors after receipt of proposals.
1815.307		Proposal revisions.
1815.308		Source selection decision.
1815.370		NASA source evaluation boards.

<b>SUBPART</b>	<b><u>1815.4</u></b>	<b>CONTRACT PRICING</b>
1815.403		Obtaining cost or pricing data.
1815.403-1		Prohibition on obtaining cost or pricing data.
1815.403-170		Waivers of cost or pricing data.
1815.403-3		Requiring information other than cost or pricing data.
1815.403-4		Requiring cost or pricing data.
1815.404		Proposal analysis.
1815.404-1		Proposal analysis techniques.
1815.404-2		Data to support proposal analysis.

1815.404-4	Profit.
1815.404-470	NASA Form 634
1815.404-471	NASA structured approach for profit or fee objective.
1815.404-471-1	General.
1815.404-471-2	Performance risk.
1815.404-471-3	Contract type risk and working capital adjustment.
1815.404-471-4	Other considerations.
1815.404-471-6	Modification to structured profit/fee approach for nonprofit Organizations.
1815.404-472	Payment of profit or fee under letter contracts.
1815.406	Documentation.
1815.406-1	Prenegotiation objectives.
1815.406-170	Content of the prenegotiation position memorandum.
1815.406-171	Installation reviews.
1815.406-172	Headquarters reviews.
1815.406-3	Documenting the negotiation.
1815.407	Special cost or pricing areas.
1815.407-2	Make-or-buy programs.
1815.408	Solicitation provisions and contract clauses.
1815.408-70	NASA solicitation provisions and contract clauses.

**SUBPART [1815.5](#)**

**PREAWARD, AWARD, AND POSTAWARD  
NOTIFICATIONS, PROTESTS, AND MISTAKES**

1815.504	Award to successful offeror.
<b>1815.505</b>	<b>Preadward debriefing of offerors.</b>
1815.506	Postaward debriefing of offerors.
1815.506-70	Debriefing of offerors - Major System acquisitions.

**SUBPART [1815.6](#)**

**UNSOLICITED PROPOSALS**

1815.602	Policy.
1815.604	Agency points of contact.
1815.606	Agency procedures.
1815.606-70	Relationship of unsolicited proposals to NRAs.
1815.609	Limited use of data.
1815.609-70	Limited use of proposals.
1815.670	Foreign proposals.

**SUBPART [1815.70](#)**

**OMBUDSMAN**

1815.7001	NASA Ombudsman Program.
1815.7002	Synopses of solicitations and contracts.
1815.7003	Contract clause.

**PART 1815  
CONTRACTING BY NEGOTIATION**

**Subpart 1815.1--Source Selection Processes and Techniques**

**1815.101 Best value continuum.**

When a written acquisition plan is not required by 1807.103, the contracting officer must document in the contract file the source selection approach **to be used (e.g. full trade-off utilizing mission suitability, cost/price, and past performance factors; lowest price technically acceptable (LPTA), as described in FAR 15.101-2, where there is no tradeoff; price performance tradeoff (PPTO) where there is a tradeoff between price and past performance factors; or a combination of approaches)** and the rating method **(numerical scoring, acceptable/unacceptable, adjectival ratings & definitions)** to be used, how they will be used, and how these will result in selection of the best value to the government. **Identify all factors and their relative importance to one another and how the non-cost factors relate to the cost factor. To the extent that subfactors are utilized under any of the factors, the solicitation shall also provide the relative importance of each subfactor to one another under the specific factor.**

## **Subpart 1815. 2--Solicitation and Receipt of Proposals and Information**

### **1815.201 Exchanges with industry before receipt of proposals.**

(c)(6)(A) Except for acquisitions described in 1815.300-70(b) contracting officers shall issue draft requests for proposals (DRFPs) for all competitive negotiated acquisitions expected to exceed \$10,000,000 (including all options or later phases of the same project) unless the Contracting officer determines in writing **that** a DRFP is not beneficial to the acquisition. **Contracting officer may determine that a DRFP is not beneficial because the expected benefits will not be realized given the nature of the supply or service being acquired. The CO shall not determine that a DRFP will not be issued in order to save time or otherwise compensate for poor or inadequate planning.** DRFPs shall invite comments from potential offerors on all aspects of the draft solicitation, including the requirements, schedules, proposal instructions, and evaluation approaches. Potential offerors should be specifically requested to identify unnecessary or inefficient requirements. If the DRFP contains Government-unique standards, potential offerors should be invited to identify voluntary consensus standards that meet the Government's requirements as alternatives to Government-unique standards cited as requirements, in accordance with [FAR 11.101](#) and [OMB Circular A-119](#). Comments should also be requested on any perceived safety, occupational health, security (including information technology security), environmental, export control, and/or other programmatic risk issues associated with performance of the work. When considered appropriate, the statement of work or the specifications may be issued in advance of other solicitation sections.

**(B)** Contracting officers shall plan the acquisition schedule to include adequate time for issuance of the DRFP, potential offeror review and comment, and NASA evaluation and disposition of the comments.

**(C)** When issuing DRFPs, potential offerors should be advised that the DRFP is not a solicitation and NASA is not requesting proposals.

**(D)** Whenever feasible, contracting officers should include a summary of the disposition of significant DRFP comments with the final RFP.

**(E)** If performance-based payments are planned to be used in a competitive negotiated acquisition, the DRFP shall request potential offerors to suggest terms, including performance events or payment criteria. Contracting officers shall use that information to establish a common set of performance-based payments parameters in the formal RFP when practicable.

**(f)(i)** Upon release of the formal RFP, the contracting officer shall direct all personnel associated with the acquisition to refrain from communicating with prospective offerors and to refer all inquiries to the contracting office. This procedure is commonly known as a "blackout notice" and shall not be imposed before release of the RFP. The notice may be issued in any format (e.g., letter or electronic) appropriate to the complexity of the acquisition. **Contracting officers shall**

**ensure the blackout notice is widely distributed through-out the Center and Headquarters, as appropriate.**

(ii) Blackout notices are not intended to terminate all communication with offerors. Contracting officers should continue to provide information as long as it does not create an unfair competitive advantage or reveal proprietary data.

### **1815.203 Requests for proposals.**

#### **1815.203-70 Installation reviews.**

(a) Installations shall establish procedures to review all RFPs before release. The levels of management review should be commensurate with the dollar value and complexity of the acquisition. When appropriate given the complexity of the acquisition or the number of offices involved in solicitation review, centers should consider use of a single review meeting called a Solicitation Review Board (SRB) as a streamlined alternative to the serial or sequential coordination of the solicitation with reviewing offices. The SRB is a meeting in which all offices having review and approval responsibilities discuss the solicitation and their concerns. Attendance should be limited to key senior personnel and offices with review and approval responsibilities **only**. Actions assigned and changes required by the SRB shall be documented.

(b) When source evaluation board (SEB) procedures are used in accordance with 1815.370, the SEB shall review and approve the RFP prior to issuance.

**(c) When LPTA, PPTO, or other source selection procedures are used in accordance with 1815.300-70(a)(1)(ii), the evaluation team, per FAR 15.303(b)(1), shall review and approve the RFP prior to issuance.**

#### **1815.203-71 Headquarters reviews.**

For RFPs requiring Headquarters review and approval, the procurement officer shall send a copy of the RFP to the Assistant Administrator for Procurement, **through the** Program Operations Division. Transmission of this copy should be made via an encrypted email using NASA Public Key Infrastructure (PKI). If the RFP is too large for transmission via email, transmission of the RFP should be coordinated with the cognizant Program Operations Division Analyst.

#### **1815.203-72 Risk management.**

In all RFPs for supplies or services for which a technical proposal is required, proposal instructions shall require offerors to identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

### **1815.204 Contract format.**

#### **1815.204-2 Part I - The Schedule.**

(c) To the maximum extent practicable, requirements should be articulated as performance-based specifications and performance work statements that focus on required outcomes or results.

#### **1815.204-5 Part IV - Representations and instructions.**

(b) The information required in proposals should be kept to the minimum necessary for the source selection decision.

#### **1815.204-70 Page limitations.**

(a) Technical and contracting personnel will agree on page limitations for their respective portions of an RFP. Unless approved in writing by the procurement officer, the page limitation for the contracting portion of an RFP (all sections except Section C, Description/ specifications/work statement) shall not exceed 150 pages, and the page limitation for the technical portion (Section C)

shall not exceed 200 pages. Attachments to the RFP count as part of the section to which they relate. In determining page counts, a page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12-point type. **Use by offerors of smaller font sizes for non-standard text (e.g. graphics, tables, charts, figures, captions, etc.) is permitted, if appropriate. However, such fonts shall be no smaller than 8-point, shall be utilized only where appropriate, and shall be not to be utilized to circumvent or avoid RFP proposal page limitations.** Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(b) Page limitations shall be established **in solicitations** for proposals submitted in **all** competitive acquisitions. Accordingly, technical and contracting personnel will agree on page limitations for each portion of the proposal. Unless a different limitation is approved in writing by the procurement officer, the total initial proposal, excluding title pages, tables of content, and cost/price information, shall not exceed 500 pages using the page definition of 1815.204-70(a). **Page limitations shall also be established for final proposal revisions. The appropriate page limitations for final proposal revisions should be determined by considering the complexity of the acquisition and the extent of any discussions. The same page limitations shall apply to all offerors. Pages submitted in excess of specified limitations will not be evaluated by the Government. The contracting officer shall return one copy of the excess pages removed from the proposal to the offeror, advising the offeror that they were over the limit and will not be evaluated. The contracting officer shall retain one copy of each offeror's complete proposal in the official contract file and annotate any excess proposal pages were not evaluated and returned to the offeror.**

## **1815.207 Handling proposals and information.**

### **1815.207-70 Release of proposal information.**

(a) NASA personnel participating in any way in the evaluation may not reveal any information concerning the evaluation to anyone not also participating, and then only to the extent that the information is required in connection with the evaluation. When non-NASA personnel participate, they shall be instructed to observe these restrictions.

(b)(1) Except as provided in paragraph (b)(2) of this section, the procurement officer is the approval authority to disclose proposal information outside the Government. If outside evaluators are involved, this authorization may be granted only after compliance with [FAR 37.2](#) and [1837.204](#), except that the determination of unavailability of Government personnel required by FAR 37.2 is not required for disclosure of proposal information to JPL employees.

(2) Proposal information in the following classes of proposals may be disclosed with the prior written approval of a NASA official one level above the NASA program official responsible for the overall conduct of the evaluation. If outside evaluators are involved, the determination of unavailability of Government personnel required by FAR 37.2 is not required for disclosure in these instances.

(i) Proposals submitted in response to broad agency announcements such as Announcements of Opportunity and NASA Research Announcements;

(ii) Unsolicited proposals; and

(iii) SBIR and STTR proposals.

(3) If JPL personnel, in evaluating proposal information released to them by NASA, require assistance from non-JPL, non-Government evaluators, JPL must obtain written approval to release the information in accordance with paragraphs (b)(1) and (b)(2) of this section.

### **1815.207-71 Appointing non-Government evaluators as special Government employees.**

(a) Except as provided in paragraph (c) of this section, non-Government evaluators, except employees of JPL, shall be appointed as special Government employees.

(b) Appointment as a special Government employee is a separate action from the approval required by paragraph 1815.207-70(b) and may be processed concurrently. Appointment as a special Government employee shall be made by:

(1) the NASA Headquarters personnel office when the release of proposal information is to be made by a NASA Headquarters office; or

(2) the installation personnel office when the release of proposal information is to be made by the installation.

(c) Non-Government evaluators need not be appointed as special Government employees when they evaluate:

(1) Proposals submitted in response to broad agency announcements such as Announcements of Opportunity and NASA Research Announcements;

(2) Unsolicited proposals; and

(3) SBIR and STTR proposals.

#### **1815.208 Submission, modification, revision, and withdrawal of proposals.**

(b) The FAR late proposal criteria do not apply to Announcements of Opportunity, NASA Research Announcements (see [1852.235-72](#)), and Small Business Innovative Research (SBIR) Phase I and Phase II solicitations, and Small Business Technology Transfer (STTR) solicitations. For these solicitations, proposals or proposal modifications received from qualified firms after the latest date specified for receipt may be considered if a significant reduction in cost to the Government is probable or if there are significant technical advantages, as compared with proposals previously received. In such cases, the project office shall investigate the circumstances surrounding the late submission, evaluate its content, and submit written recommendations and findings to the selection official or a designee as to whether there is an advantage to the Government in considering it. The selection official or a designee shall determine whether to consider the late submission.

#### **1815.209 Solicitation provisions and contract clauses.**

(a) The contracting officer shall insert [FAR 52.215-1](#) in all competitive negotiated solicitations.

#### **1815.209-70 NASA solicitation provisions.**

(a) The contracting officer shall insert the provision at [1852.215-77](#), Preproposal/Pre-bid Conference, in competitive requests for proposals and invitations for bids where the Government intends to conduct a preproposal or pre-bid conference. Insert the appropriate specific information relating to the conference.

(b) When it is not in the Government's best interest to make award for less than the specified quantities solicited for certain items or groupings of items, the contracting officer shall insert the provision at [1852.214-71](#), Grouping for Aggregate Award. See 1814.201-670(b).

(c) When award will be made only on the full quantities solicited, the contracting officer shall insert the provision at [1852.214-72](#), Full Quantities. See 1814.201-670(c).

(d) The contracting officer shall insert the provision at [1852.215-81](#), Proposal Page Limitations, in all competitive requests for proposals.

### **Subpart 1815. 3--Source Selection**

#### **1815.300 Scope of subpart.**

#### **1815.300-70 Applicability of subpart.**

(a)(1) Except as indicated in paragraph (b) of this section, NASA competitive negotiated acquisitions shall be conducted **in accordance with FAR 15.3 and this subpart** as follows:

(i) **When acquiring complex services, hardware development, or research and development that include technically complex requirements, COs should** use a mission suitability factor, numerically score **the proposals**, and use the **SEB** procedures in [1815.370](#).

(ii) **When acquiring routine, non-complex, repetitive follow-on services, non-developmental hardware, or non-research and development supplies or services, COs may use other source selection procedures such as lowest price technically acceptable (LPTA), as described in FAR 15.101-2, where there is no tradeoff, price performance tradeoff (PPTO), or other source selection approach except those at NFS 1815.370.**

(2) Estimated dollar values of acquisitions shall include the values of multiple awards, options, and later phases of the same project.

(b) FAR 15.3 and this subpart are not applicable to acquisitions conducted under the following procedures:

(1) Announcements of Opportunity (see [Part 1872](#)).

(2) NASA Research Announcements (see [1835.016-71](#)).

(3) The Small Business Innovative Research (SBIR) program and the Small Business Technology Transfer (STTR) pilot program under the authority of the Small Business Act (15 U.S.C. 638).

(4) Architect and Engineering (A&E) services (see [FAR 36.6](#) and [1836.6](#)).

### **1815.303 Responsibilities.**

(a) The **Source Selection Authority (SSA)** shall be established at the lowest reasonable level for each acquisition **and documented in the acquisition plan or PSM presentation**. The SSA for center acquisitions shall be established in accordance with center procedures. For acquisitions designated as Headquarters selections, the SSA will be identified as part of the Master Buy Plan process (see [1807.71](#)).

(b)(i) The SSA is the Agency official responsible for proper and efficient conduct of the source selection process and for making the final source selection decision. The SSA has the following responsibilities in addition to those listed in the FAR:

(A) Approve the source selection approach, rating method, evaluation factors, subfactors, the weight of the evaluation factors and subfactors when used, and any special standards of responsibility (see [FAR 9.104-2](#)) before release of the RFP, or delegate this authority to appropriate management personnel;

(B) Appoint the source selection team. However, when the Administrator will serve as the SSA, the Official-in-Charge of the cognizant Headquarters Program Office will appoint the team; and

(C) Provide the source selection team with appropriate guidance and special instructions to conduct the evaluation and selection procedures.

(b)(ii) See 1803.104-70 for restrictions on participating in evaluation or selection of proposals.

(b)(2) Approval authorities for Acquisition Plans and Procurement Strategy Meetings are in accordance with [1807.103](#).

### **1815.304 Evaluation factors and significant subfactors.**

(c)(4)(A) Small Business Utilization, **including the small business subcategories - SDB, HUBzone, VOSB, SDVOSB, and WOSB utilization concerns**, shall be evaluated **by the SSA or appropriate evaluation team member** as a subfactor under the Mission Suitability factor **or as a separate factor, as appropriate**. The Small Business Utilization **factor/subfactor** shall provide for a separate and distinct evaluation of **the** Small Business plans, **including compliance**

**with FAR 19.704 requirement. Previous small business subcontracting performance will be rated as part of the Past Performance factor.**

**(B) COs shall specify NASA recommended goals for each small business category in solicitations that require the submission of a subcontracting plan under 52.219-9. NASA recommended goals for SDB may not exceed 5 percent. If a requirement offers low levels of small business subcontracting opportunities, the contracting officer may choose not to utilize recommended goals and have the contractor propose goals.**

**(C) In addition to the subcontracting plan requirements of FAR 19.704 and the proposed small business goals, contracting officers should consider other aspects of the subcontracting plan in their proposal evaluation. The following are examples of desirable subcontracting plan characteristics (this is not an all-inclusive list):**

- i. Clear identification of which small businesses will be used in actual contract performance, and how they will be used;**
- ii. Use of small business subcontractors for meaningful work, including high technology work;**
- iii. Inclusion of enforceable small business subcontracting plans;**
- iv. Support of the mentor protégé program; and**
- v. Participation in outreach initiatives.**

#### **1815.304-70 NASA evaluation factors.**

(a) Typically, NASA establishes three evaluation factors: Mission Suitability, Cost/Price, and Past Performance. **The evaluation factors are developed by the evaluation team and approved by the SSA.** Evaluation factors may be further defined by subfactors. Evaluation subfactors should be structured to identify significant discriminators, the essential information required to support a source selection decision. Too many subfactors undermine effective proposal evaluation. All evaluation subfactors should be clearly defined to avoid overlap and redundancy. Further sub-division below the subfactor level is prohibited.

(b) Mission Suitability factor, **if used.**

(1) This factor indicates the merit or excellence of the work to be performed or product to be delivered. It includes, as appropriate, both technical and management subfactors. Mission Suitability shall be numerically weighted and scored on a 1000-point scale. (See 1815.300-70(a)(1)(ii).)

(2) The Mission Suitability factor may identify evaluation subfactors to further define the content of the factor. Each Mission Suitability subfactor shall be weighted and scored. The adjectival rating percentages in 1815.305(a)(3)(A) shall be applied to the subfactor weight to determine the point score. The number of Mission Suitability subfactors is limited to five. The Mission Suitability evaluation subfactors and their weights shall be identified in the RFP.

(i) For cost reimbursement acquisitions, the Mission Suitability evaluation shall consider the adequacy of the offeror's proposed approach to meeting the requirements of the solicitation including the appropriateness of the offeror's proposed resources. **COs shall ensure that the solicitation notifies** offerors that a lack of resource realism may adversely affect their Mission Suitability scores, and result in cost realism adjustments under the cost factor.

(c) Cost/Price factor. This factor evaluates the reasonableness and, if necessary, the cost realism, of proposed costs/prices. The Cost/Price factor is not numerically weighted or scored.

(d) Past Performance factor.

(1) This factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the instant acquisition.

(2) **COs shall include instructions in the RFP for** offerors to submit data (including data from relevant Federal, State, and local governments and private contracts) that can be used to evaluate their past performance. Typically, the RFP will require:

(i) A list of contracts similar in size, content, and complexity to the instant acquisition, showing each contract number, the type of contract, a brief description of the work, and a point of contact from the organization placing the contract. Normally, the requested contracts are limited to those received in the last three years. However, in acquisitions that require longer periods to demonstrate performance quality, such as hardware development, the time period should be tailored accordingly.

(ii) The identification and explanation of any cost overruns or underruns, completion delays, performance problems, and terminations.

(3) The contracting officer may start collecting past performance data before proposal receipt. One method for early evaluation of past performance is to request offerors to submit their past performance information in advance of the proposal due date. The RFP could also include a past performance questionnaire for offerors to send their previous customers with instructions to return the completed questionnaire to the Government. Failure of the offeror to submit its past performance information early or of the customers to submit the completed questionnaires shall not be a cause for rejection of the proposal nor shall it be reflected in the Government's evaluation of the offeror's past performance.

(4) The contracting officer shall evaluate the offeror's past performance in occupational health, security, safety, and mission success (e.g., mishap rates and problems in delivered hardware and software that resulted in mishaps or failures) when these areas are germane to the requirement.

#### **1815.305 Proposal evaluation.**

(a) **The evaluation team shall evaluate** each proposal to:

(i) **Identify and document all significant strengths,** strengths, **deficiencies, weaknesses,** and **significant** weaknesses. These findings will include a description of how each strength, **deficiency,** and weakness will impact performance in terms of benefit or risk statements;

(ii) **Identify and document** the numerical score and/or adjectival rating of each Mission Suitability subfactor, if applicable;

(iii) **Document the cost or price analysis performed and, if conducted, the cost realism analysis performed;**

(iv) **Identify and document** the Past Performance evaluation **findings and the rationale for the assigned level of confidence rating;** and

(v) **Document** any programmatic risk to mission success, e.g., technical, schedule, cost, safety, occupational health, security, export control, or environmental. Risks may result from the offeror's technical approach, manufacturing plan, selection of materials, processes, equipment, or as a result of the cost, schedule, and performance impacts associated with its approach. Risk evaluations must consider the probability of the risk occurring, the impact and severity of the risk, the timeframe when the risk should be addressed, and the alternatives available to meet the requirements. Risk assessments shall be captured as part of strengths, weaknesses, **and** deficiencies **as applicable**. Identified risks and the potential for cost impact shall be considered in the cost or price evaluation.

(a)(1) Cost or price evaluation.

(A) When contracting on a basis other than firm-fixed-price, the contracting officer shall perform price and cost realism analyses to assess the reasonableness and realism of the proposed costs. A cost realism analysis will determine if the costs in an offeror's proposal:

(a) Are realistic for the work to be performed,

(b) Reflect a clear understanding of the requirements, and

(c) Are consistent with the various elements of the offeror's technical proposal.

(B) The analysis shall, to the extent appropriate for the acquisition, include:

(a) The probable cost to the Government of each proposal, including any recommended additions or reductions in materials, equipment, labor hours, direct rates, and indirect rates. Any adjustments in direct and indirect costs, other than minor computation errors, must be fully explained and documented and, where applicable, traceable to the technical evaluation. The probable cost should reflect the Government's best estimate based on cost resulting from the offeror's proposal after all known adjustments have been considered.

(b) **The identification of** the differences between the probable cost and offeror's proposed costs regarding business methods, operating procedures, and practices as they affect cost.

(a)(2) Past performance evaluation.

(A) The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and this section. When applying the definitions below to arrive at a confidence rating, the evaluation **team** shall **consider and** clearly document each offeror's relevant past performance (e.g. currency/recency, size, content and complexity) to assess the offeror's **past performance data and assign an** overall confidence rating. The past performance evaluation is an assessment of the Government's confidence in the offeror's ability to perform the solicitation requirements. **At the Installation's discretion, strengths and weakness may be assigned.** Past Performance shall be evaluated for each offeror using the following levels of confidence ratings:

#### Very High Level of Confidence

The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, **indicates** exemplary performance in a timely, efficient, and economical manner **and** very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)

#### High Level of Confidence

The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. **Offeror's past performance indicates that** contract requirements **were** accomplished in a timely, efficient, and economical manner for the most part, with only minor problems **that had** little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)

#### Moderate Level of Confidence

The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. **Performance was** fully responsive to contract requirements; **there may have been** reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)

#### Low Level of Confidence

The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. **Offeror achieved** adequate results; **there may have been** reportable problems with identifiable, but not substantial, effects on overall

performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)

#### Very Low Level of Confidence

The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)

#### Neutral

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(B) The evaluation may be limited to specific areas of past performance considered most germane for the instant acquisition. It may include any or all of the items listed in [FAR 42.1501](#), and/or any other aspects of past performance considered pertinent to the solicitation requirements or challenges. Regardless of the areas of past performance selected for evaluation, the same areas shall be evaluated for all offerors.

(C) Questionnaires and interviews may be used to solicit assessments of the offeror's performance, as either a prime or subcontractor, from the offeror's previous customers.

(D) All pertinent information, including customer assessments and any offeror rebuttals, will be made part of the source selection records and addressed in the evaluation of past performance.

(a)(3) Technical Evaluation.

(A) Mission Suitability subfactors, when used, shall be evaluated using the following adjectival ratings, definitions, and percentile ranges.

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offeror's response.	51-70

Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

(B) When contracting on a cost reimbursement basis, a cost realism analysis shall be performed consistent with FAR 15.404-1(d).

(a)(4) The cost or price evaluation, specifically the cost realism analysis, often requires a technical evaluation of the proposed costs elements. Contracting officers may provide technical evaluators a copy of the cost volume or relevant information from it to use in the analysis.

(b) The contracting officer **and the SSA, if applicable, are** authorized to make the determination to reject all proposals received in response to a solicitation.

#### **1815.305-70 Identification of unacceptable proposals.**

(a) The contracting officer shall not complete the initial evaluation of any proposal when it is determined that the proposal is unacceptable because:

(1) It does not represent a reasonable initial effort to address the essential requirements of the RFP or clearly demonstrates that the offeror does not understand the requirements;

(2) In research and development acquisitions, a substantial design drawback is evident in the proposal, and sufficient correction or improvement to consider the proposal acceptable would require virtually an entirely new technical proposal; or

(3) It contains major deficiencies or omissions or out-of-line costs which discussions with the offeror could not reasonably be expected to cure.

(b) The contracting officer shall document the rationale for discontinuing the initial evaluation of a proposal in accordance with this section.

#### **1815.305-71 Evaluation of a single proposal.**

(a) If only one proposal is received in response to the solicitation, the contracting officer shall determine if the solicitation was flawed or unduly restrictive and determine if the single proposal is an acceptable proposal. Based on these findings, the SSA shall direct the contracting officer to **one of the following**:

(1) Award without discussions provided the contracting officer determines that adequate price competition exists (see [FAR 15.403-1\(c\)\(1\)\(ii\)](#)); **or**

(2) Award after negotiating an acceptable contract. (The requirement for submission of cost or pricing data shall be determined in accordance with FAR 15.403-**3(a)(1)(ii)**); or

(3) Reject the proposal and cancel the solicitation.

(b) The procedure in 1815.305-71(a) also applies when the number of proposals equals the number of awards contemplated or when only one acceptable proposal is received.

#### **1815.306 Exchanges with offerors after receipt of proposals.**

(c)(2) A total of no more than three proposals shall be a working goal in establishing the competitive range. Field installations may establish procedures for approval of competitive range determinations commensurate with the complexity or dollar value of an acquisition.

(d)(3)(A) The contracting officer shall identify any cost/price elements that do not appear to be justified and encourage offerors to submit their most favorable and realistic cost/price proposals,

but shall not discuss, disclose, or compare cost/price elements of any other offeror. The contracting officer should question inadequate, conflicting, unrealistic, or unsupported cost information, differences between the offeror's proposal and most probable cost assessments, cost realism concerns, differences between audit findings and proposed costs, proposed rates that are too high/low, and labor mixes that do not appear responsive to the requirements. No agreement on **individual** cost/price elements or a "bottom line" is necessary.

(B) The contracting officer shall discuss contract terms and conditions so that a "model" contract can be sent to each offeror with the request for final proposal revisions. If the solicitation allows, any proposed technical performance capabilities above those specified in the RFP that have value to the Government and are considered proposal strengths should be discussed with the offeror and proposed for inclusion in that offeror's "model" contract. If the offeror declines to include these strengths in its "model" contract, the Government evaluators should reconsider their characterization as strengths.

(e)(1) In no case shall the contracting officer relax or amend RFP requirements for any offeror without amending the RFP and permitting the other offerors an opportunity to propose against the relaxed requirements.

#### **1815.307 Proposal revisions.**

(b)(i) The request for final proposal revisions (FPRs) shall also:

(A) Instruct offerors to incorporate all changes to their offers resulting from discussions, and require clear traceability from initial proposals;

(B) Require offerors to complete and execute the "model" contract, which includes any special provisions or performance capabilities the offeror proposed above those specified in the RFP;

(C) Caution offerors against unsubstantiated changes to their proposals; and

(D) Establish a page limit for FPRs.

(ii) Approval of the Assistant Administrator for Procurement, **through the Procurement operations Division**, is required to reopen discussions for acquisitions of \$50 million or more. Approval of the procurement officer is required for all other acquisitions.

(iii) Proposals are rerated **and, for mission suitability, rescored** based on FPR evaluations. Scoring or rating changes between initial and FPRs shall be clearly traceable.

#### **1815.308 Source selection decision.**

(1) A Source Selection Decision (**SSD**) is a deliberative decision that is documented in the Source Selection Statement, reflecting the thought process behind the selection and representing the independent judgment of the SSA. The SSA has broad discretion in determining the manner and extent to which technical, past performance, and cost evaluation results of the evaluation **team are used**, subject only to the tests of rationality and consistency with the evaluation criteria identified in the solicitation. The adjectival ratings and numerical scoring presented to the SSA, which represent the evaluation **team's** relative ranking of proposals within the mission suitability factor, **when the mission suitability is included as an evaluation factor** cannot be the sole basis for a selection decision. Instead, the selection shall be based upon a comparative assessment of the relative discriminators that includes a discussion of the benefits or risks/detriments associated with the discriminators of the selected offeror over all other offerors considering all evaluation factors (i.e. past performance factor, cost/price factor, other non-price factors).

(2) All significant evaluation findings shall be fully documented and considered in the source selection decision. **The source selection decision shall document the SSA's rationale supporting the selection. The source selection decision shall document the mission suitability subfactor ratings and overall mission suitability score, if applicable.** Selection is made on the basis of the evaluation criteria established in the RFP.

(3) Before award, the SSA shall sign a source selection statement that clearly and succinctly justifies the selection. **The NASA Source Selection Statement Development Guide provides agency-wide guidance and is available at:**

**[http://prod.nais.nasa.gov/portals/pl/documents/Source\\_Selection\\_Statement\\_Guide.pdf](http://prod.nais.nasa.gov/portals/pl/documents/Source_Selection_Statement_Guide.pdf)**.

Source selection statements must describe: the acquisition, the evaluation procedures, the substance of the Mission Suitability evaluation, **when used**, and the evaluation of the Cost/Price and Past Performance factors. The statement **must** also address unacceptable proposals, the competitive range determination, late proposals, or any other considerations pertinent to the decision. **The source selection statement shall include the successful offeror's overall proposed cost or price (contract award value) as well as the successful offeror's overall evaluated cost or price (probable). The source selection statement shall not disclose the proposed or overall evaluated cost or price for unsuccessful offerors. Instead, the source selection statement shall describe the overall proposed and probable cost or price of unsuccessful offerors in relative terms of comparison to the successful offeror's cost or price, e.g. offeror ABC's probable cost or price was minimally or substantially, higher or lower than the successful offeror's cost/price.** The source selection statement shall not reveal any confidential business information, **to include trade secrets and commercial or financial information prohibited from disclosure by FAR 24.202 or exempt from release under the Freedom of Information Act, 5 U.S.C. 552 and the Trade Secrets Act, 18 U.S.C. 1905. Questions about confidential business information, disclosure of such information, and contents of source selection statements shall be directed to the Office of General Counsel or Office of Chief Counsel.** Except for certain major system acquisition competitions (see 1815.506-70), source selection statements shall be releasable to competing offerors and the general public upon request. The statement shall be available to the **contracting officer or other** Debriefing Official to use in postaward debriefings of unsuccessful offerors and shall be provided to debriefed offerors upon request. The contracting officer shall post the source selection statement on the NASA Acquisition Internet Service (NAIS) Electronic Posting System (EPS) not later than 10 calendar days after the final debriefing has been conducted. The source selection statement shall be posted for a period of not less than 30 days.

(4) Once the selection decision is made, the contracting officer shall award the contract.

#### **1815.370 NASA source evaluation boards.**

(a) The source evaluation board (SEB) procedures shall be used for those acquisitions identified in 1815.300-70(a)(1)(i). The NASA Source Selection Guide provides agency-wide guidance to individuals participating in the Source Evaluation Board (SEB) process and is available at:

**[http://prod.nais.nasa.gov/portals/pl/documents/Source\\_Selection\\_Guide\\_March\\_2012.pdf](http://prod.nais.nasa.gov/portals/pl/documents/Source_Selection_Guide_March_2012.pdf)**.

(b) The SEB assists the SSA by providing expert analyses of the offerors' proposals in relation to the evaluation factors and subfactors contained in the solicitation. The SEB will prepare and present its findings to the SSA, avoiding trade-off judgments among either the individual offerors or among the evaluation factors. The SEB will not make recommendations for selection to the SSA. Although the SSA may seek advice or opinions about the SEBs findings from key senior personnel or management during the executive session **(if held)** that follows the SEB presentation, the source selection decision must reflect the SSA's sole independent decision and judgment. Any individual participating in an executive session with the SSA shall be cleared in advance of the source selection briefing of any conflict of interest consistent with NPR 1900.3 and NPD 1900.9, Ethics Program Management.

(c) Designation.

(1) The SEB shall be comprised of competent individuals fully qualified to identify the strengths, **deficiencies**, weaknesses, and risks associated with proposals submitted in response to

the solicitation. Advance planning is required to identify fully-engaged and dedicated resources as early as possible in the process. Dedicated resources are necessary to complete early acquisition milestones in a timely manner, e.g., defining the requirements, acquisition strategy, etc. The SEB shall be appointed as early as possible in the acquisition process, but not later than acquisition plan or procurement strategy meeting approval.

(2) While SEB participants are normally drawn from the cognizant installation, personnel from other NASA installations or other Government agencies may participate. When it is necessary to disclose the proposal (in whole or in part) outside the Government, approval shall be obtained in accordance with 1815.207-70.

(3) When Headquarters retains SSA authority, the Headquarters Office of Procurement, Program Operations Division must concur on the SEB appointments. Qualifications of voting members, including functional title, grade level, and related SEB experience, shall be provided **to the cognizant Program Operations Division analyst.**

(d) Organization.

(1) The organization of an SEB is tailored to the requirements of the particular acquisition. This **organization** can range from the **most streamlined and efficient** situation, where the SEB conducts the evaluation and fact-finding without the use of committees or panels/consultants (as described in paragraphs (d)(4) and (5) of this section) to a highly complex situation involving a major acquisition where two or more committees are formed and these, in turn, are assisted by special panels or consultants in particular areas. The number of committees or panels/consultants shall be kept to a minimum.

(2) The SEB Chairperson is the principal operating executive of the SEB. The Chairperson is expected to manage the team efficiently without compromising the validity of the findings provided to the SSA as the basis for a sound selection decision.

(3) The SEB Recorder functions as the principal administrative assistant to the SEB Chairperson and is principally responsible for logistical support and recordkeeping of SEB activities.

(4) An SEB committee functions as a fact-finding arm of the SEB, usually in a broad grouping of related disciplines (e.g., technical or management). The committee evaluates in detail each proposal, or portion thereof, assigned by the SEB in accordance with the **established** evaluation factors and subfactors and summarizes its evaluation in a written report to the SEB. The committee will also respond to requirements assigned by the SEB, including further justification or reconsideration of its findings. Committee chairpersons shall manage the administrative and procedural matters of their committees.

(5) An SEB panel or consultant functions as a fact-finding arm of the committee in a specialized area of the committee's responsibilities. Panels are established or consultants named when a particular area requires deeper analysis than the committee can provide.

(6) The total of all such evaluators (committees, panels, consultants, etc. excluding SEB voting members and ex officio members) shall be limited to a maximum of 20, unless approved in writing by the Assistant Administrator for Procurement. Requests to exceed the evaluation team size limitation shall provide a detailed justification and shall be sent to the Headquarters Office of Procurement, Program Operations Division.

(e) Voting members.

(1) Voting members of the SEB shall include people who will have key assignments on the project to which the acquisition is directed. However, it is important that **the appointment of members** be tempered to ensure objectivity and to avoid an improper balance. It may even be appropriate to designate a management official from outside the project as SEB Chairperson.

(2) Non-government personnel shall not serve as voting members of an SEB.

(3) The SEB shall review the findings of committees, panels, or consultants and use its own collective judgment to develop the SEB evaluation findings reported to the SSA. All voting members of the SEB shall have equal status as rating officials.

(4) SEB membership shall be limited to a maximum of 7 voting individuals. Wherever feasible, an assignment to SEB membership as a voting member shall be on a full-time basis. When not feasible, SEB membership shall take precedence over other duties.

(5) **The SEB should be comprised of a multidisciplinary team to ensure comprehensive evaluation of proposals. Voting members should include senior representatives that have expertise in various functional areas specific to the unique acquisition requirements.** The following **positions** shall be voting members of all SEBs:

(i) Chairperson.

(ii) A senior, key technical representative for the project.

(iii) An experienced procurement representative.

(iv) A senior Safety & Mission Assurance (S&MA) representative, as appropriate.

(v) Committee chairpersons (except where this imposes an undue workload).

(f) Ex officio members.

(1) The number of nonvoting ex officio (advisory) members shall be kept as small as possible. Ex officio members should be selected for the experience and expertise they can provide to the SEB. Since their advisory role may require access to highly sensitive SEB material and findings, ex officio membership for persons other than those identified in paragraph (f)(3) of this section is discouraged.

(2) Nonvoting ex officio members may state their views and contribute to the discussions in SEB deliberations, but they may not participate in the actual rating process. However, the SEB recorder should be present during rating sessions.

(3) For field installation selections, the following shall be nonvoting ex officio members on all SEBs:

(i) Chairpersons of SEB committees, unless designated as voting members.

(ii) The procurement officer of the installation, unless designated a voting member.

(iii) The contracting officer responsible for the acquisition, unless designated a voting member.

(iv) The Chief Counsel and/or designee of the installation.

(v) The installation small business specialist.

(vi) The SEB recorder.

(g) Evaluation.

(1) If committees are used, the SEB Chairperson shall send them the proposals or portions thereof to be evaluated, along with instructions regarding the expected function of each committee, and all data considered necessary or helpful.

(2) While oral reports may be given to the SEB, each committee shall submit a written report which should include the following:

(i) Copies of individual worksheets and supporting comments to the lowest level evaluated **consistent with the solicitation evaluation criteria factors and subfactors;**

(ii) An evaluation sheet summarized for the committee as a whole; and

(iii) **The committee findings** for each proposal, **including documentation of all significant strengths**, strengths, deficiencies, **weaknesses**, and significant weaknesses which significantly affected the evaluation and any reservations or concerns, **including** supporting rationale, which the committee or any of its members want to bring to the attention of the SEB.

(3) The SEB process must be adequately documented. Clear traceability must exist at all levels of the SEB process. All reports submitted by committees or panels will be retained as part of the SEB records as outlined in paragraph (k).

(4) Each voting SEB member shall thoroughly review each proposal and any committee reports and findings. The SEB shall rate or score the proposals for each evaluation factor and subfactor according to its own collective judgment. **The SEB shall document the results of rating and scoring of proposals.**

(h) SEB presentation.

(1) The SEB Chairperson shall brief the SSA on the results of the SEB **evaluation** to permit an informed and objective selection of the best source(s) for the particular acquisition.

(2) The presentation shall focus on the significant strengths, deficiencies, and significant weaknesses found in the proposals, the probable cost of each proposal, and any significant issues and problems identified by the SEB. This presentation must explain:

- (i) any applicable special standards of responsibility;
- (ii) evaluation factors and subfactors;
- (iii) the significant strengths and significant weaknesses of the offerors which includes a description of the benefits or risks associated with the significant findings;
- (iv) the Government independent cost estimate, if applicable;
- (v) the offerors' proposed cost/price;
- (vi) the probable cost;
- (vii) the proposed fee arrangements; and
- (viii) the final adjectival ratings and scores to the subfactor level.

The presentation to the SSA shall include the total mission suitability point score for each offeror's proposal. An adjectival rating (e.g. excellent, very good, etc.) shall be assigned for each mission suitability subfactor, but an adjectival rating shall not be assigned for the total mission suitability factor of each offeror's proposal. The SEB shall compute the total mission suitability point score by adding all of the mission suitability subfactors points assessed, with the maximum possible total mission suitability point score being 1000 points. The total mission suitability point score does not represent a precise measure of the relative merit of any one offeror's proposal, rather it **shows an offeror's relative standing by providing** the total points each offeror's proposal is assessed out of the possible 1000 points **so that the offerors can be compared.**

(3) Attendance at the presentation is restricted to people involved in the selection process or who have a valid need to know. The designated individuals attending the SEB presentation(s) shall:

- (i) Ensure that the solicitation and evaluation processes complied with all applicable **A**gency policies and that the presentation accurately conveys the SEB's activities and findings;
- (ii) Not change the established evaluation factors, subfactors, weights, or scoring systems, or the substance of the SEB's findings. They may, however, advise the SEB to rectify procedural omissions, irregularities or inconsistencies, substantiate its findings, or revise the presentation.

(4) The SEB recorder will coordinate the formal presentation including arranging the time and place of the presentation, assuring proper attendance, and distributing presentation material.

(5) For Headquarters selections, the Headquarters Office of Procurement, Program Operations Division will coordinate the presentation, including approval of attendees. When the Administrator is the SSA, a preliminary presentation should be made to the head of the contracting activity and to the Official-in-Charge of the cognizant Headquarters Program Office.

(i) Recommended SEB presentation format.

(1) Identification of the Acquisition. Identify the installation, the nature of the services or hardware to be acquired, some quantitative measure including the Government cost estimate for the acquisition, and the planned contractual arrangement. Avoid detailed objectives of the acquisition.

(2) Background. Identify any earlier phases of a phased acquisition or, as in the case of continuing support services, identify the incumbent and any consolidations or proposed changes from the existing structure.

(3) Evaluation Factors and Subfactors. Explain the evaluation factors, subfactor, and any special standards of responsibility. List the relative order of importance of the evaluation factors and the numerical weights of the Mission Suitability subfactors. Presents the adjectival scoring system used in the Mission Suitability and Past Performance evaluations.

(4) Sources. Indicates the number of offerors solicited and the number of offerors expressing interest (e.g., attendance at a preproposal conference). Identify the offerors submitting proposals, indicating any small businesses, **and type of** small business.

(5) Summary of Findings. List the initial and final Mission Suitability ratings and scores, the offerors' proposed costs/prices, and **identify** any assessment of probable costs **by the evaluators**. Introduce any clear discriminator, problem, or issue which could affect the selection. Address any competitive range determinations. List the adjectival rating (e.g. excellent, very good, etc.) assigned for each mission suitability subfactor for each offeror's proposal. List the total mission suitability point score for each offeror's proposal by adding all of the mission suitability subfactors points assessed out of the possible 1000 points.

(6) Significant Strengths, Deficiencies, and Significant Weaknesses of Offerors. Summarize the SEB's findings, using the following guidelines:

(i) Present only the significant strengths, deficiencies, and significant weaknesses of individual offerors accompanied with a description of the benefits or risks associated with each discriminator.

(ii) Directly relate the significant strengths, deficiencies, and significant weaknesses to the evaluation factors, and subfactors.

(iii) Indicate the results and impact, if any, of discussions and FPRs on ratings and scores.

(7) Final Mission Suitability Ratings and Scores. Summarize the evaluation subfactors, the maximum points achievable, and the scores of the offerors in the competitive range.

(8) Final Cost/Price Evaluation. Summarize proposed costs/prices and any probable costs associated with each offeror including proposed fee arrangements. Present the data as accurately as possible, showing SEB adjustments to achieve comparability. Identify and documents all significant issues and remaining uncertainties with regard to the probable cost.

(9) Past Performance. Provide a summary of the assessed level of confidence associated with each offeror's proposal.

(10) Special Interest. Include only information of special interest to the SSA that has not been discussed elsewhere, e.g., procedural errors or other matters that could affect the selection decision.

(j) A source selection statement shall be prepared in accordance with 1815.308. For installation selections, the installation Chief Counsel or designee will prepare the source selection statement. For Headquarters selections, the Office of General Counsel or designee will prepare the statement.

(k) SEB Records.

(1) The **contracting officer** shall retain in the official contract file, **source selection documentation** in accordance with FAR 4.803(a)(13), Contents of contract files. Specifically, upon completion of SEB activities, the **contracting officer** shall retain a copy of the following source selection evaluation documents in the official contract file for initial proposals and final proposal revisions (FPR), if applicable:

(i) Each offeror's proposal;

(ii) The competitive range determination(s);

(iii) The unsuccessful and successful notices sent to offerors;

(iv) If committees were utilized, the committee's evaluation for each evaluation factor, including all identified significant strengths, strengths, significant weakness, weaknesses, and deficiencies, together with supporting rationale, which the committee or any of its members **brought** to the attention of the SEB;

- (v) Documentation of any clarifications and discussions held with offerors during the source selection process;
  - (vi) Initial and final reports containing the SEB's consensus findings, including minority reports, if any;
  - (vii) All presentations from the SEB to the SSA, including those containing the SEB's evaluation and rating of proposals; and
  - (viii) The source selection decision;
- (2) Extra copies of offerors' proposals should be stored in a secure facility and shall be properly disposed of after the time period for filing a protest has expired.
- (3) Contracting officers shall handle electronic copies of materials containing source selection information in the same manner as the hardcopy information.

## **Subpart 1815.4--Contract Pricing**

### **1815.403 Obtaining cost or pricing data.**

#### **1815.403-1 Prohibition on obtaining cost or pricing data.**

(b)(1) The adequate price competition exception is applicable to both fixed-price and cost-reimbursement type acquisitions. Contracting officers shall assume that all competitive acquisitions qualify for this exception.

(c)(4) Waivers of the requirement for submission of cost or pricing data shall be prepared in accordance with [FAR 1.704](#). A copy of each waiver shall be sent to the Headquarters Office of Procurement (Code HK).

#### **1815.403-170 Waivers of cost or pricing data.**

(a) NASA has waived the requirement for the submission of cost or pricing data when contracting with the Canadian Commercial Corporation (CCC). This waiver applies to the CCC and its subcontractors. The CCC will provide assurance of the fairness and reasonableness of the proposed price. This assurance should be relied on; however, contracting officers shall ensure that the appropriate level of information other than cost or pricing data is submitted by subcontractors to support any required proposal analysis, including a technical analysis and a cost realism analysis. The CCC also will provide for follow-up audit activity to ensure that any excess profits are found and refunded to NASA.

(b) NASA has waived the requirement for the submission of cost or pricing data when contracting for Small Business Innovation Research (SBIR) program Phase II contracts. However, contracting officers shall ensure that the appropriate level of information other than cost or pricing data is submitted to determine price reasonableness and cost realism.

#### **1815.403-3 Requiring information other than cost or pricing data.**

(b) As indicated in 1815.403-1(b)(1), the adequate price competition exception applies to all competitive acquisitions. For other than firm-fixed-price competitions, only the minimum information other than cost or pricing data necessary to ensure price reasonableness and assess cost realism should be requested. For firm-fixed-price competitions, the contracting officer shall not request any cost information, except as required by FAR 22.1103, unless proposed prices appear unreasonable or unrealistically low given the offeror's proposed approach and there are concerns that the contractor may default.

#### **1815.403-4 Requiring cost or pricing data.**

(b)(2) If a certificate of current cost or pricing data is made applicable as of a date other than the date of price agreement, the agreed date should generally be within two weeks of the date of that agreement.

#### **1815.404 Proposal analysis.**

##### **1815.404-1 Proposal analysis techniques.**

(e)(2)(A) The NASA Technical Evaluation Report Template and Guide provide agency-wide guidance to individuals performing a technical analysis on a contractor's proposal and are available on the NASA Headquarters Procurement Library. The NASA Technical Evaluation Report Template shall be used to document the results of all sole source contractor proposal technical evaluations. The Director of the Headquarters Office of Procurement Contract Management Division is the approval authority to utilize a template (such as a Center derived technical evaluation web-based system) other than the NASA Technical Evaluation Report Template.

##### **1815.404-2 Data to support proposal analysis.**

(a)(1)(A) When the required participation of the ACO involves merely a verification of information, contracting officers should obtain this verification from the cognizant DCMA office.

(B) When the cost proposal is for a product of a follow-on nature, contracting officers shall ensure that the following items, at a minimum are considered: actuals incurred under the previous contract, learning experience, technical and production analysis, and subcontract proposal analysis. This information may be obtained through NASA resources or the cognizant DCMA ACO or DCAA.

(C) Before requesting field pricing support, contracting officers should determine what information can be obtained from NASA resources, so as to be able to tailor field pricing support requests to the minimum amount of information truly needed to conduct the cost/price analysis.

(D) Requests for DCAA audit assistance shall be made on NASA Form 1434, Letter of Request for Pricing-Audit-Technical Evaluation Services. DCAA audit requests shall be made in accordance with the following:

(1) Audit requests shall only be made after the CO performs an analysis and concludes that other resources (DCMA, internal analysis, etc...) will not provide the information necessary to determine that the cost is reasonable and realistic.

(2) Audit requests should not be requested for proposed contracts or modifications in an amount less than \$10M for Fixed-Price proposals and \$100M for Cost-Type proposals unless there are exceptional circumstances which are explained in the audit request.

(3) Audit requests shall not be requested for proposal rate and factor analysis/verification. All such requests should be made through the cognizant DCMA ACO.

(4) Audit requests must be approved and submitted to DCAA only by Center Cost/Price Analysts. Center Cost/Price Analysts shall coordinate all such requests with Headquarters Office of Procurement Contract Management Division.

(5) Center Cost/Price Analysts will work with the DCAA HQ Financial Liaison Advisor (FLA) at email [DCAA-FLA-NONDOD@dcaa.mil](mailto:DCAA-FLA-NONDOD@dcaa.mil) to arrange contact with field audit offices and facilitate the audit request. Contact Headquarters Office of Procurement Contract Management Division for name and phone number of current DCAA HQ FLA.

(E) Field pricing support requests from DCMA shall be made in accordance with the following:

(1) DCMA field pricing audit requests shall only be made after the CO performs an analysis and concludes that other resources (e.g. internal analysis) will not provide the information necessary to determine that the cost is reasonable and realistic.

(2) Proposal rate and factor analysis/verification and business system status requests shall be requested only by Center Cost/Price Analysts. Center Cost/Price Analysts should first check DCMA's Consolidated Business Analysis Repository (CBAR) for this information. If information is not in CBAR, request for this information should be to the cognizant DCMA ACO for your particular procurement. If cognizant DCMA ACO is unknown, contact the DCMA NASA Support Desk operated by DCMA NASA Product Operations at email [NASA\\_Support\\_Desk@dcma.mil](mailto:NASA_Support_Desk@dcma.mil) or phone 210-295-0121 to obtain contact information for cognizant DCMA ACO.

(3) DCMA pricing support should be requested through the cognizant DCMA ACO for your particular procurement. If cognizant DCMA ACO is unknown, contact the DCMA NASA Support Desk operated by DCMA NASA Product Operations at email [NASA\\_Support\\_Desk@dcma.mil](mailto:NASA_Support_Desk@dcma.mil) or phone 210-295-0121 to obtain contact information for cognizant DCMA ACO.

**(F) Use of Contractor to Perform Contract Audit Services:**

(1) At contractor locations where DCAA currently conducts any contract audit services, the use of a Contractor to Perform Contract Audit Services is not allowed. In these situations, the contracting officer should elevate any issues with untimely audit services to the Field Audit Office (FAO) manager and/or Regional Audit Manager (RAM). If additional assistance is needed to obtain timely DCAA services, contracting officers may request such assistance from the Headquarters Office of Procurement Contract Management Division.

(2) When DCAA does not currently perform contract audit services for a particular contractor, the contracting officer may utilize a Contractor to Perform Contract Audit Services:

(i) For proposal, financial capability, and accounting system reviews, interim and final contract billings, contract audit closing statements, requests for equitable adjustments, contract terminations, defective pricing reviews, compliance with Cost Accounting Standards (CAS), earned value management (EVM) systems, and estimating systems reviews.

(ii) For incurred cost audit services, purchasing systems, and other internal controls within the contractor's operational environment, if the portion of the current contractor fiscal year (CCFY) work performed for NASA is more than 50 percent of their business base.

**1815.404-4 Profit.**

(b)(1) (i)(a) The NASA structured approach for determining profit or fee objectives, described in 1815.404-471 shall be used to determine profit or fee objectives in the negotiation of contracts greater than or equal to \$100,000 that use cost analysis and are:

(1) Awarded on the basis of other than full and open competition (see [FAR 6.3](#));

(2) Awarded under NASA Research Announcements (NRAs) and Announcements of Opportunity (AO's); or

(3) Awarded under the Small Business Innovative Research (SBIR) or the Small Business Technology Transfer Research (STTR) programs.

(b) The rate calculated for the basic contract may only be used on actions under a negotiated contract when the conditions affecting profit or fee do not change.

(c) Although specific agreement on the applied weights or values for individual profit or fee factors shall not be attempted, the contracting officer may encourage the contractor to –

(1) Present the details of its proposed profit amounts in the structured approach format or similar structured approach; and

(2) Use the structured approach method in developing profit or fee objectives for negotiated subcontracts.

(ii) The use of the NASA structured approach for profit or fee is not required for:

(a) Architect-engineer contracts;

(b) Management contracts for operation and/or maintenance of Government facilities;

- (c) Construction contracts;
  - (d) Contracts primarily requiring delivery of materials supplied by subcontractors;
  - (e) Termination settlements; and
  - (f) Contracts having unusual pricing situations when the procurement officer determines in writing that the structured approach is unsuitable.
- (c)(2) Contracting officers shall document the profit or fee analysis in the contract file.

**1815.404-470 [NASA Form 634](#).**

NASA Form (NF) 634 shall be used in performing the analysis necessary to develop profit or fee objectives.

**1815.404-471 NASA structured approach for profit or fee objective.**

**1815.404-471-1 General.**

(a) The structured approach for determining profit or fee objectives (NF 634) focuses on three profit factors:

- (1) Performance risk;
- (2) Contract type risk including working capital adjustment; and
- (3) Other Considerations which may be considered by the contracting officer to account for special circumstances that are not adequately addressed in the performance risk and contract type risk factors.

(b) The contracting officer assigns values to each profit or fee factor; the value multiplied by the base results in the profit/fee objective for that factor. Each factor has a normal value and a designated range of values. The normal value is representative of average conditions on the prospective contract when compared to all goods and services acquired by NASA. The designated range provides values based on above normal or below normal conditions. Values outside the designated range must not be used. In the negotiation documentation, the contracting officer need not explain assignment of the normal value, but must address conditions that justify assignment of other than the normal value.

**1815.404-471-2 Performance risk.**

(a) *Risk Factors*. Performance risk addresses the contractor's degree of risk in fulfilling the contract requirements. It consists of three risk factors:

- (1) Technical – the technical uncertainties of performance;
- (2) Management – the degree of management effort necessary to ensure that contract requirements are met; and
- (3) Cost control – the contractor's efforts to reduce and control costs.

(b) *Risk factor weighting, values and calculations*. A weighting and value is assigned to each of the risk factors to determine a profit/fee objective.

(c) *Values*. The normal value is 6 percent and the designated range is 4 percent to 8 percent.

(d) *Evaluation criteria for technical risk factor*.

(1) In determining the appropriate value for the technical risk factor, the contracting officer shall review the contract requirements and focus on the critical performance elements in the statement of work or specifications. Contracting officers shall consider the –

- (i) Technology being applied or developed by the contractor;
- (ii) Technical complexity;
- (iii) Program maturity;
- (iv) Performance specifications and tolerances;
- (v) Delivery schedule; and
- (vi) Extent of a warranty or guarantee.

(2) Above normal conditions indicating substantial technical risk.

(i) The contracting officer may assign a higher than normal value in those cases where there is a substantial technical risk, such as when –

- (A) The contractor is either developing or applying advanced technologies;
- (B) Items are being manufactured using specifications with stringent tolerance limits;
- (C) The efforts require highly skilled personnel or require the use of state-of-the-art machinery;
- (D) The services or analytical efforts are extremely important to the government and must be performed to exacting standards;
- (E) The contractor's independent development and investment has reduced the Government's risk or cost;
- (F) The contractor has accepted an accelerated delivery schedule to meet the Government's requirements; or
- (G) The contractor has assumed additional risk through warranty provisions.

(ii) The contracting officer may assign a value significantly above normal. A maximum value may be assigned when the effort involves–

- (A) Extremely complex, vital efforts to overcome difficult technical obstacles that require personnel with exceptional abilities, experience, and professional credentials;
- (B) Development or initial production of a new item, particularly if performance or quality specifications are tight; or
- (C) A high degree of development or production concurrency.

(3) Below normal conditions indicating lower than normal technical risk.

(i) The contracting officer may assign a lower than normal value in those cases where the technical risk is low, such as when the –

- (A) Acquisition is for off-the-shelf items;
- (B) Requirements are relatively simple;
- (C) Technology is not complex;
- (D) Efforts do not require highly skilled personnel;
- (E) Efforts are routine; or
- (F) Acquisition is a follow-on effort or a repetitive type acquisition.

(ii) The contracting officer may assign a value significantly below normal. A minimum value may be justified when the effort involves –

- (A) Routine services;
- (B) Production of simple items;
- (C) Rote entry or routine integration of Government-furnished information; or
- (D) Simple operations with Government-furnished property.

(e) *Evaluation criteria for management risk factor.*

(1) In determining the appropriate value for the management risk factor, the contracting officer shall review the contract requirements and focus on the critical performance elements in the statement of work or specifications. Contracting officers shall –

- (i) Assess the contractor's management and internal control systems using contracting office information and reviews made by contract administration offices;
- (ii) Assess the management involvement expected on the prospective contract action; and
- (iii) Consider the degree of cost mix as an indication of the types of resources applied and value added by the contractor.

(2) Above normal conditions indicating substantial management risk.

(i) The contracting officer may assign a higher than normal value when the management effort is intense, such as when –

- (A) The contractor's value added is both considerable and reasonably difficult; or
- (B) The effort involves a high degree of integration and coordination.

- (ii) The contracting officer may justify a maximum value when the effort –
  - (A) Requires large-scale integration of the most complex nature;
  - (B) Involves major international activities with significant management coordination;

or

- (C) Has critically important milestones.

(3) Below normal conditions indicating lower than normal management risk.

(i) The contracting officer may assign a lower than normal value when the management effort is minimal, such as when –

- (A) The program is mature and many end item deliveries have been made;
- (B) The contractor adds minimum value to an item;
- (C) The efforts are routine and require minimal supervision;
- (D) The contractor fails to provide an adequate analysis of subcontractor costs; or
- (E) The contractor does not cooperate in the evaluation and negotiation of the proposal.

(ii) The contracting officer may assign a value significantly below normal. A minimum value may be assigned when –

(A) Reviews performed by the field administration offices disclose unsatisfactory management and internal control systems (e.g., quality assurance, property control, safety, security); or

- (B) The effort requires an unusually low degree of management involvement.

(f) *Evaluation criteria for cost control risk factor.*

(1) In determining the appropriate value for the cost control risk factor, the contracting officer shall –

(i) Evaluate the expected reliability of the contractor's cost estimates (including the contractor's cost estimating system);

(ii) Evaluate the contractor's cost reduction initiatives (e.g., competition advocacy programs);

(iii) Assess the adequacy of the contractor's management approach to controlling cost and schedule; and

(iv) Evaluate any other factors that affect the contractor's ability to meet the cost targets (e.g., foreign currency exchange rates and inflation rates).

(2) Above normal conditions indicating substantial cost control risk.

(i) The contracting officer may assign a value higher than normal value if the contractor can demonstrate a highly effective cost control program, such as when –

(A) The contractor has an aggressive cost reduction program that has demonstrable benefits;

- (B) The contractor uses a high degree of subcontract competition; or

- (C) The contractor has a proven record of cost tracking and control.

(3) Below normal conditions indicating lower than normal cost control risk.

(i) The contracting officer may assign a lower than normal value in those cases where the contractor demonstrates minimal concern for cost control, such as when –

- (A) The contractor's cost estimating system is marginal;

- (B) The contractor has made minimal effort to initiate cost reduction programs;

- (C) The contractor's cost proposal is inadequate; or

(D) The contractor has a record of cost overruns or the indication of unreliable cost estimates and lack of cost control.

### **1815.404-471-3 Contract type risk and working capital adjustment.**

(a) *Risk factors* The contract type risk factor focuses on the degree of cost risk accepted by the contractor under varying contract types. The working capital adjustment is an adjustment added to the profit objective for contract type risk. It applies to fixed-price type contracts that provide for

progress payments. Though it uses a formula approach, it is not intended to be an exact calculation of the cost of working capital. Its purpose is to give general recognition to the contractor's cost of working capital under varying contract circumstances, financing policies, and the economic environment. This adjustment is limited to a maximum of 2 percent.

(b) *Risk factor values and calculations.* A risk value is assigned to calculate the profit or fee objective for contract type. A contract length factor is assigned and applied to costs financed when a working capital adjustment is appropriate. This calculation is only performed when the prospective contract is a fixed-price contract containing provisions for progress payments.

(c) *Values:* Normal and designated ranges.

Contract Type	Notes	Normal Value (Percent)	Designated Range (Percent)
Firm-fixed-price, no financing	(1)	5	4 to 6
Firm-fixed-price with performance-based payments	(6)	4	2.5 to 5.5
Firm-fixed-price with progress payments	(2)	3	2 to 4
Fixed-price-incentive, no financing	(1)	3	2 to 4
Fixed-price-incentive, with performance-based payments	(6)	2	.5 to 3.5
Fixed-price, redeterminable	(3)	--	--
Fixed-price-incentive, with progress payments	(2)	1	0 to 2
Cost-plus-incentive-fee	(4)	1	0 to 2
Cost-plus-award fee	(4)	.75	.5 to 1.5
Cost-plus-fixed fee	(4)	.5	0 to 1
Time-and materials	(5)	.5	0 to 1
Labor-hour	(5)	.5	0 to 1
Firm-fixed-price, level-of-effort, term	(5)	.5	0 to 1

(1) **"No financing,"** means that the contract either does not provide progress or performance based payments, or provides them only on a limited basis. Do not compute a working capital adjustment.

(2) When progress payments are present, compute a working capital adjustment.

(3) For purposes of assigning profit values, treat a fixed-price redeterminable contract as if it were a fixed-price-incentive contract with below normal provisions.

(4) Cost-plus contracts shall not receive the working capital adjustment.

(5) These types of contracts are considered cost-plus-fixed-fee contracts for the purposes of assigning profit values. Do not compute the working capital adjustment. However, higher than normal values may be assigned within the designated range to the extent that portions of cost are fixed.

(6) When performance-based payments are used, do not compute a working capital adjustment.

(d) *Evaluation criteria.*

(1) *General.* The contracting officer shall consider elements that affect contract type risk such as –

- (i) Length of contract;
- (ii) Adequacy of cost projection data;
- (iii) Economic environment;
- (iv) Nature and extent of subcontracted activity;

(v) Protection provided to the contractor under contract provisions (e.g., economic price adjustment clauses);

(vi) The ceilings and share lines contained in the incentive provisions; and

(vii) The rate, frequency, and risk to the contractor of performance-based payments, if provided.

(2) *Mandatory.* The contracting officer shall assess the extent to which costs have been incurred prior to definitization of the contract. When costs have been incurred prior to definitization, generally regard the contract type risk to be in the low end of the designated range. If a substantial portion of the costs have been incurred prior to definitization, the contracting officer may assign a value as low as 0 percent regardless of contract type.

(3) *Above normal conditions.* The contracting officer may assign a higher than normal value when there is substantial contract type risk. Conditions indicating higher than normal contract type risk are –

(i) Efforts where there is minimal cost history;

(ii) Long-term contracts without provisions protecting the contractor, particularly when there is considerable economic uncertainty;

(iii) Incentive provisions that place a high degree of risk on the contractor;

(iv) Performance-based payments totaling less than the maximum allowable amount(s) specified at [FAR 32.1004\(b\)\(2\)](#); or

(v) An aggressive performance-based payment schedule that increases risk.

(4) *Below normal conditions.* The contracting officer may assign a lower than normal value when the contract type risk is low. Conditions indicating lower than normal contract type risk are:

(i) Very mature product line with extensive cost history;

(ii) Relatively short-term contracts;

(iii) Contractual provisions that substantially reduce the contractor's risk, e.g. economic price adjustment provisions; and

(iv) Incentive provisions that place a low amount of risk on the contractor.

(v) A performance-based payment schedule that is routine with minimal risk.

(e) *Costs financed.*

(1) Costs financed equal the total costs multiplied by the percent of costs financed by the contractor.

(2) Total costs may be reduced as appropriate when –

(i) The contractor has little cash investment (e.g., subcontractor progress payments are liquidated late in the period of performance);

(ii) Some costs are covered by special funding arrangements, such as advance payments;

(3) The portion financed by the contractor is generally the portion not covered by progress payments. (i.e. – for progress payments: 100 percent minus the customary progress payments rate. For example, if a contractor receives progress payments at 75 percent, the portion financed by the contractor is 25 percent. On contracts that provide progress payments to small business, use the customary progress payment rate for large businesses.)

(f) *Contract length factor.*

(1) This is the period of time that the contractor has a working capital investment in the contract. It –

(i) Is based on the time necessary for the contractor to complete the substantive portion of the work;

(ii) Is not necessarily the period of time between contract award and final delivery, as periods of minimal effort should be excluded;

(iii) Should not include periods of performance contained in option provisions when calculating the objective for the base period; and

(iv) Should not, for multiyear contracts, include periods of performance beyond that required to complete the initial year's requirements.

(2) The contracting officer –

(i) Should use the following to select the contract length factor:

Period to perform substantive portion (in months)	Contract length factor
21 or less ...	.40
22 to 27 ...	.65
28 to 33 ...	.90
34 to 39 ...	1.15
40 or more ...	1.40

(ii) Should develop a weighted average contract length when the contract has multiple deliveries; and

(iii) May use sampling techniques provided they produce a representative result.

(3) *Example:* A prospective contract has a performance period of 40 months with end items being delivered in the 34<sup>th</sup>, 36<sup>th</sup>, 38<sup>th</sup> and 40<sup>th</sup> months of the contract. The average period is 37 months and the contract length factor is 1.15.

#### **1815.404-471-4 Other considerations.**

(a) Other Considerations may be included by the contracting officer to account for special circumstances, such as contractor efficiencies or unusual acceptance of contractual or program risks that are not adequately addressed in the structured approach calculations described in 1815.404-471-2 or 1815.404-471-3. The total adjustment resulting from Other Considerations may be positive or negative but in no case should the total adjustment exceed +/-5 percent.

(b) The contracting officer shall analyze and verify information provided by the contractor that demonstrates that the special circumstances being recognized under this section –

- (1) Provide substantial benefits to the Government under the contract and/or overall program;
- (2) Have not been recognized in the structured approach calculations; and
- (3) Represent unusual and innovative actions or acceptance of risk by the contractor.

(c) Examples of special circumstances include, but are not limited to the following:

(1) Consistent demonstration by the contractor of excellent past performance within the last three years, with a special emphasis on excellence in safety, may merit an upward adjustment of as much as 1 percent. Similarly, an assessment of poor past performance, especially in the area of safety, may merit a downward adjustment of as much -1 percent. This consideration is especially important when negotiating modifications or changes to an ongoing contract.

(2) Extraordinary steps to achieve the Government's socio-economic goals, environmental goals, and public policy goals established by law or regulation that are sufficiently unique or unusual may merit an upward adjustment of as much as .5 percent. Similarly, for non-participation in or violation of Federal programs, the contracting officer may adjust the objective by as much as -.5 percent. However, this consideration does not apply to the utilization of small disadvantaged businesses. Incentives for use of these firms may only be structured according to [FAR 19.1203](#) and [19.1204\(c\)](#).

(3) Consideration of up to 1 percent should be given when contract performance requires the expenditure of significant corporate capital resources.

(4) Unusual requests for use of government facilities and property may merit a downward adjustment of as much as -1 percent.

(5) Cost efficiencies arising from innovative product design, process improvements, or integration of a life cycle cost approach for the design and development of systems that minimize

maintenance and operations costs, that have not been recognized in Performance Risk or Contract Type Risk, may merit an upward adjustment. This factor is intended to recognize and reward improvements resulting from better ideas and management that will benefit the Government in the contract and/or program.

(d) Other considerations need not be limited to situations that increase profit/fee levels. A negative consideration may be appropriate when there is a significant expectation of near-term spin-off benefits as a direct result of the contract.

#### **1815.404-471-6 Modification to structured profit/fee approach for nonprofit organizations.**

(a) The structured approach was designed for determining profit or fee objectives for commercial organizations. However, the structured approach must be used as a basis for arriving at profit/fee objectives for nonprofit organizations ([FAR Subpart 31.7](#)), excluding educational institutions ([FAR Subpart 31.3](#)), in accordance with paragraph (b) of this section. It is NASA policy not to pay profit or fee on contracts with educational institutions.

(b) For contracts with nonprofit organizations under which profit or fee is involved, an adjustment of up to 3 percent of the costs in Block 13 of NASA Form 634 must be subtracted from the total profit/fee objective. In developing this adjustment, it is necessary to consider the following factors:

- (1) Tax position benefits;
- (2) Granting of financing through letters of credit;
- (3) Facility requirements of the nonprofit organization; and
- (4) Other pertinent factors that may work to either the advantage or disadvantage of the contractor in its position as a nonprofit organization.

#### **1815.404-472 Payment of profit or fee under letter contracts.**

NASA's policy is to pay profit or fee only on definitized contracts.

#### **1815.406 Documentation.**

##### **1815.406-1 Prenegotiation objectives.**

(b)(i) Before conducting negotiations requiring installation or Headquarters review, contracting officers or their representatives shall prepare a prenegotiation position memorandum setting forth the technical, business, contractual, pricing, and other aspects to be negotiated.

(ii) A prenegotiation position memorandum is not required for contracts awarded under the competitive negotiated procedures of [FAR 15.3](#) and 1815.3.

##### **1815.406-170 Content of the prenegotiation position memorandum.**

The prenegotiation position memorandum (PPM) should fully explain the contractor and Government positions. Since the PPM will ultimately become the basis for negotiation, it should be structured to track to the price negotiation memorandum (see [FAR 15.406-3](#) and 1815.406-3). In addition to the information described in [FAR 15.406-1](#) and, as appropriate, 15.406-3(a), the PPM should address the following subjects, as applicable, in the order presented:

(a) *Introduction.* Include a description of the acquisition and a history of prior acquisitions for the same or similar items. Address the extent of competition and its results. Identify the contractor and place of performance (if not evident from the description of the acquisition). Document compliance with law, regulations and policy, including JOFOC, synopsis, EEO compliance, and current status of contractor systems (see FAR 15.406-3(a)(4)). In addition, the negotiation schedule should be addressed and the Government negotiation team members identified by name and position.

(b) *Type of contract contemplated.* Explain the type of contract contemplated and the reasons for its suitability.

(c) *Special features and requirements.* In this area, discuss any special features (and related cost impact) of the acquisition, including such items as --

- (1) Letter contract or precontract costs authorized and incurred;
- (2) Results of preaward survey;
- (3) Contract option requirements;
- (4) Government property to be furnished;
- (5) Contractor/Government investment in facilities and equipment (and any modernization to be provided by the contractor/Government);
- (6) Any deviations, special clauses, or unusual conditions anticipated, for example, unusual financing, warranties, EPA clauses and when approvals were obtained, if required; and
- (7) Any risk management issues, e.g., mission success, safety, occupational health, information technology, export control, security, and environmental risks.

(d) *Cost analysis.* For the basic requirement, and any option, include--

(1) A parallel tabulation, by element of cost and profit/fee, of the contractor's proposal and the Government's negotiation objective. The negotiation objective represents the fair and reasonable price the Government is willing to pay for the supplies/services. For each element of cost, compare the contractor's proposal and the Government position, explain the differences and how the Government position was developed, including the estimating assumptions and projection techniques employed, and how the positions differ in approach. Include a discussion of excessive wages found (if applicable) and their planned resolution. Explain how historical costs, including costs incurred under a letter contract (if applicable), were used in developing the negotiation objective.

(2) Significant differences between the field pricing report (including any audit reports) and the negotiation objectives and/or contractor's proposal shall be highlighted and explained. For each proposed subcontract meeting the requirement of [FAR 15.404-3\(c\)](#), there shall be a discussion of the price and, when appropriate, cost analyses performed by the contracting officer, including the negotiation objective for each such subcontract. The discussion of each major subcontract shall include the type of subcontract, the degree of competition achieved by the prime contractor, the price and, when appropriate, cost analyses performed on the subcontractor's proposal by the prime contractor, any unusual or special pricing or finance arrangements, and the current status of subcontract negotiations.

(3) The rationale for the Government's profit/fee objectives and, if appropriate, a completed copy of the NASA Form 634, Structured Approach--Profit/Fee Objective, and DD Form 1861, Contract Facilities Capital Cost of Money, should be included. For incentive and award fee contracts, describe the planned arrangement in terms of share lines, ceilings, and cost risk.

(e) *Negotiation approval sought.* The PPM represents the Government's realistic assessment of the fair and reasonable price for the supplies and services to be acquired. If negotiations subsequently demonstrate that a higher dollar amount (or significant term or condition) is reasonable, the contracting officer shall document the rationale for such a change and request approval to amend the PPM from the original approval authority.

#### **1815.406-171 Installation reviews.**

Each contracting activity shall establish procedures to review all prenegotiation position memoranda. The scope of coverage, exact procedures to be followed, levels of management review, and contract file documentation requirements should be directly related to the dollar value and complexity of the acquisition. The primary purpose of these reviews is to ensure that the negotiator, or negotiation team, is thoroughly prepared to enter into negotiations with a well-conceived, realistic, and fair plan.

#### **1815.406-172 Headquarters reviews.**

(a) When a prenegotiation position has been selected for Headquarters review and approval, the contracting activity shall submit to the Office of Procurement (Code HS) one copy each of the prenegotiation position memorandum, the contractor's proposal, the Government technical evaluation, and all pricing reports (including any audit reports).

(b) The required information described in paragraph (a) of this section shall be furnished to Headquarters as soon as practicable and sufficiently in advance of the planned commencement of negotiations to allow a reasonable period of time for Headquarters review. Electronic submittal is acceptable.

#### **1815.406-3 Documenting the negotiation.**

(a)(i) The price negotiation memorandum (PNM) serves as a detailed summary of: the technical, business, contractual, pricing (including price reasonableness), and other elements of the contract negotiated; and the methodology and rationale used in arriving at the final negotiated agreement.

(ii) A PNM is not required for a contract awarded under competitive negotiated procedures. However, the information required by FAR 15.406-3 shall be reflected in the evaluation and selection documentation to the extent applicable.

(iii) When the PNM is a "stand-alone" document, it shall contain the information required by the FAR and NFS for both PPMs and PNMs. However, when a PPM has been prepared under 1815.406-1, the subsequent PNM need only provide any information required by [FAR 15.406-3](#) that was not provided in the PPM, as well as any changes in the status of factors affecting cost elements (e.g., use of different rates, hours, or subcontractors; wage rate determinations; or the current status of the contractor's systems).

(b) When field pricing assistance has been obtained from the Defense Contract Audit Agency, the contracting officer shall send a copy of the PNM documentation to the audit office that provided the assistance.

#### **1815.407 Special cost or pricing areas.**

##### **1815.407-2 Make-or-buy programs.**

(e)(1) Make-or-buy programs should not include items or work efforts estimated to cost less than \$500,000.

#### **1815.408 Solicitation provisions and contract clauses.**

##### **1815.408-70 NASA solicitation provisions and contract clauses.**

(a) The contracting officer shall insert the provision at [1852.215-78](#), Make-or-Buy Program Requirements, in solicitations requiring make-or-buy programs as provided in [FAR 15.407-2\(c\)](#). This provision shall be used in conjunction with the clause at [FAR 52.215-9](#), Changes or Additions to Make-or-Buy Program. The contracting officer may add additional paragraphs identifying any other information required in order to evaluate the program.

(b) The contracting officer shall insert the clause at 1852.215-79, Price Adjustment for "Make-or-Buy" Changes, in contracts that include FAR 52.215-9 with its Alternate I or II. Insert in the appropriate columns the items that will be subject to a reduction in the contract value.

### **Subpart 1815.5--Preaward, Award, and Postaward Notifications, Protests, and Mistakes**

#### **1815.504 Award to successful offeror.**

The reference to notice of award in [FAR 15.504](#) on negotiated acquisitions is a generic one. It relates only to the formal establishment of a contractual document obligating both the Government and the offeror. The notice is effected by the transmittal of a fully approved and executed definitive contract document, such as the award portion of SF 33, SF 26, SF 1449, or SF 1447, or a letter contract when a definitized contract instrument is not available but the urgency of the requirement necessitates immediate performance. In this latter instance, the procedures for approval and issuance of letter contracts shall be followed.

**1815.505 Preaward debriefing of offerors.**

**The NASA Procurement Debriefing Guide provides agency-wide guidance for preaward debriefings and is available at:**

**[http://prod.nais.nasa.gov/portals/pl/documents/NASA\\_Debriefing\\_Guide.pdf](http://prod.nais.nasa.gov/portals/pl/documents/NASA_Debriefing_Guide.pdf)**

**1815.506 Postaward debriefing of offerors.**

**The NASA Procurement Debriefing Guide provides agency-wide guidance for postaward debriefings and is available at the link provided in 1815.505.**

**1815.506-70 Debriefing of offerors - Major System acquisitions.**

(a) When an acquisition is conducted in accordance with the Major System acquisition procedures in [Part 1834](#) and multiple offerors are selected, the debriefing will be limited in such a manner that it does not prematurely disclose innovative concepts, designs, and approaches of the successful offerors that would result in a transfusion of ideas.

(b) When Phase B awards are made for alternative system design concepts, the source selection statements shall not be released to competing offerors or the general public until the release of the source selection statement for Phase C/D without the approval of the Assistant Administrator for Procurement. **Requests for approval should be submitted through the Procurement Operations Division.**

**Subpart 1815.6--Unsolicited Proposals**

**1815.602 Policy.**

(1) An unsolicited proposal may result in the award of a contract, grant, cooperative agreement, or other agreement. If a grant or cooperative agreement is used, the NASA Grant and Cooperative Agreement Handbook ([NPR 5800.1](#)) applies.

(2) Renewal proposals, (i.e., those for the extension or augmentation of current contracts) are subject to the same FAR and NFS regulations, including the requirements of the Competition in Contracting Act, as are proposals for new contracts.

**1815.604 Agency points of contact.**

(a)(6) Information titled "Guidance for the Preparation and Submission of Unsolicited Proposals" is available on the Internet at [http://prod.nais.nasa.gov/pub/pub\\_library/unSol-Prop.html](http://prod.nais.nasa.gov/pub/pub_library/unSol-Prop.html). A deviation is required for use of any modified or summarized version of the Internet information or for alternate means of general dissemination of unsolicited proposal information.

**1815.606 Agency procedures.**

(a) NASA will not accept for formal evaluation unsolicited proposals initially submitted to another agency or to the Jet Propulsion Laboratory (JPL) without the offeror's express consent.

(b)(i) NASA Headquarters and each NASA field installation shall designate a point of contact for receiving and coordinating the handling and evaluation of unsolicited proposals.

(ii) Each installation shall establish procedures for handling proposals initially received by other offices within the installation. Misdirected proposals shall be forwarded by the point of

contact to the proper installation. Points of contact are also responsible for providing guidance to potential offerors regarding the appropriate NASA officials to contact for general mission-related inquiries or other preproposal discussions.

(iii) Points of contact shall keep records of unsolicited proposals received and shall provide prompt status information to requesters. These records shall include, at a minimum, the number of unsolicited proposals received, funded, and rejected during the fiscal year; the identity of the offerors; and the office to which each was referred. The numbers shall be broken out by source (large business, small business, university, or nonprofit institution).

#### **1815.606-70 Relationship of unsolicited proposals to NRAs.**

An unsolicited proposal for a new effort or a renewal, identified by an evaluating office as being within the scope of an open NRA, shall be evaluated as a response to that NRA (see [1835.016-71](#)), provided that the evaluating office can either:

- (a) State that the proposal is not at a competitive disadvantage, or
- (b) Give the offeror an opportunity to amend the unsolicited proposal to ensure compliance with the applicable NRA proposal preparation instructions. If these conditions cannot be met, the proposal must be evaluated separately.

#### **1815.609 Limited use of data.**

##### **1815.609-70 Limited use of proposals.**

Unsolicited proposals shall be evaluated outside the Government only to the extent authorized by, and in accordance with, the procedures prescribed in 1815.207-70.

##### **1815.670 Foreign proposals.**

Unsolicited proposals from foreign sources are subject to [NPD 1360.2](#), Initiation and Development of International Cooperation in Space and Aeronautics Programs.

### **Subpart 1815.70--Ombudsman**

#### **1815.7001 NASA Ombudsman Program.**

NASA's implementation of an ombudsman program is in [NPR 5101.33](#), Procurement Advocacy Programs.

#### **1815.7002 Synopses of solicitations and contracts.**

In all synopses announcing competitive acquisitions, the contracting officer shall indicate that the clause at [1852.215-84](#), Ombudsman, is applicable. This may be accomplished by referencing the clause number **with the associated link**.

#### **1815.7003 Contract clause.**

The contracting officer shall insert a clause substantially the same as the one at 1852.215-84, Ombudsman, in all solicitations (including draft solicitations) and contracts. Use the clause with its Alternate I when a task or delivery order contract is contemplated.